

## **Exhibit 2**

**SUPER-PRIORITY  
PROMISSORY NOTE**

This super priority promissory note ("Note") is made by and between Richard A. Marshack, Chapter 11 Trustee ("Trustee") of THE LITIGATION PRACTICE GROUP P.C., ("Borrower" or "Estate") in Bankruptcy Case No. 8:23-bk-10571-SC ("Bankruptcy Case") currently pending in the Central District of California, Santa Ana Division ("Bankruptcy Court") and RESOLUTION VENTURES ("Lender").

**1. LOAN:** On June \_\_, 2023 ("Start Date"), Lender shall loan, and Borrower promises to pay back, the principal sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) with interest accruing on the unpaid balance at a rate of EIGHT percent (8%) per annum, beginning as of the Start Date. Up to an additional FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) will be available to Borrower if needed, in the manner as follows:

**2. DUE DATE:** The balance of distributed funds under this Note, including all accrued interest, if not earlier paid pursuant to paragraph 2 below, is due and payable in ONE (1) year from the Start Date ("Due Date").

**3. PAYMENTS:** Lender shall retain FIFTY percent (50%) of the referral fees due to Trustee under the \_\_\_\_\_.

**4. PRIORITY:** This Note, in an amount of funds distributed to the Estate, shall be entitled to super administrative priority pursuant 11 U.S. Code § 364 (c) (without prejudice for the Estate to obtain other super administrative priority loans).

**5. ALLOCATION OF PAYMENTS:** Payments shall be first credited to interest due and any remainder will be credited to principal.

**6. WAIVER OF PRESENTMENTS:** Borrower waives presentment for payment, notice of dishonor, protest and notice of protest.

**7. SEVERABILITY:** In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

**8. INTEGRATION:** There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

**9. CONFLICTING TERMS:** The terms of this Note shall control over any conflicting terms in any referenced agreement or document.

**10. NOTICE:** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day

delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

**11. TRUSTEE CAPACITY.** Trustee is executing this Note solely in his capacity as the Chapter 11 Trustee in the Bankruptcy Case and under no circumstances will Trustee or any entity in which he is a member, including Marshack Hays LLP, have any personal liability for this Note, or any obligations under this Note.

**12. VENUE AND JURISDICTION.** Any dispute relating to this Note is subject to the exclusive jurisdiction and venue of the Bankruptcy Court where the Case is pending.

**13. GOVERNING LAW:** This note shall be governed under the laws in the State of California as applied by the Bankruptcy Court.

**Lender**

Date \_\_\_\_\_

\_\_\_\_\_

**Borrower**

Date \_\_\_\_\_

\_\_\_\_\_  
Richard A. Marshack ("Trustee"),  
solely in his capacity as the Chapter 11 Trustee of  
THE LITIGATION PRACTICE GROUP P.C.

870 Roosevelt  
Irvine, CA 92620